

AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND
MINISTRY OF DEFENSE OF THE REPUBLIC OF VENEZUELA
CONCERNING
HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

Whereas, the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Venezuela, hereinafter referred to as the "Parties," have agreed to consider an exchange of health care, and

Whereas, the laws and regulations of the United States provide that inpatient medical care in Department of Defense medical treatment facilities in the United States may be furnished without cost to foreign military members and their accompanying dependents in the United States; provided, that the foreign military members' government makes available comparable care for a comparable number of United States military members and their dependents in its country, and

Whereas, the Parties have determined that appropriate conditions exist to assure that comparable care to comparable numbers will be made available by each Party,

Now, therefore, the Parties agree as follows:

SECTION I

GENERAL

1. This Agreement applies to the following persons:

a. Military members of the United States, and their accompanying dependents, who are permanently or temporarily assigned in Venezuela on official business, to include members of the crew of a visiting aircraft or vessel.

b. Military members of Venezuela, and their accompanying dependents, who are permanently or temporarily assigned in the United States on official business, when the military member is in one of the following categories:

(1) A member of the crew of a visiting aircraft or vessel.

(2) A participant in an individual or unit military exchange program.

(3) A participant in a program or visit funded under the Foreign Military Sales (FMS) program.

(4) A Guest Instructor or Invited Instructor at the School of the Americas, Fort Benning, Georgia.

c. In addition to the dependents of Venezuelan military members covered in subparagraph 1.b. of this Section, the accompanying dependent of a military student in the International Military Education and Training (IMET) program (the student is not covered by this agreement).

2. Requirements for identification and proof of eligibility by persons requesting health care under this Agreement.

a. Military members of the United States, and accompanying dependents, shall present identification and proof of eligibility as prescribed by regulations of the Ministry of Defense.

b. Military members of Venezuela, and accompanying dependents, shall present identification and proof of eligibility as prescribed by regulations of the Department of Defense and, in addition, must also present an Invitational Travel Order, issued by the United States Military Group Venezuela, which specifically identifies the presenting military member or dependent as a person covered by this Agreement.

3. The Military Departments of the United States Department of Defense have agreed to make available the health care specified in this Agreement, subject to applicable laws and regulations and the availability of funds.

4. In accordance with accepted international procedures, it is expected that military members assigned to foreign countries, and their accompanying dependents, will be in reasonably good health. Health care will not be furnished under this agreement to a military member or dependent who is sent to the country of the other Party solely for the purpose of obtaining health care.

SECTION II

DEFINITIONS

1. Dependents. The term "dependents" is defined to include the following:

a. Spouse. A person who, based on the laws of the military member's country, is considered to be the lawful wife or husband of the military member.

b. Dependent child. The child of a military member who depends on the military member for support, as defined by the regulations of the Party receiving the care.

2. Subsistence surcharge. A charge for meals consumed in a Department of Defense military medical treatment facility.

SECTION III

HEALTH CARE TO BE MADE AVAILABLE BY THE UNITED STATES

1. With the exceptions noted in paragraph 2 of this Section, the Department of Defense of the United States shall make available:

a. For military members, outpatient and inpatient care in Department of Defense medical and dental facilities in the United States, without cost (except for a subsistence surcharge, if applicable).

b. For dependents:

(1) Outpatient and inpatient medical care in Department of Defense medical facilities in the United States, without cost (except for a subsistence surcharge, if applicable); and

(2) Dental care in Department of Defense medical and dental facilities in the United States, without cost, to the same extent that such care is made available to dependents of United States military members.

2. Military members of Venezuela in the United States on official business who are not covered by this agreement, and their accompanying dependents, may be provided health care in Department of Defense health care facilities to the extent authorized by the regulations of the Military Departments of the United States.

SECTION IV

HEALTH CARE TO BE MADE AVAILABLE BY VENEZUELA

The Ministry of Defense of the Republic of Venezuela shall make available medical and dental outpatient and inpatient care for United States military members and dependents in military medical facilities of the Ministry of Defense, without cost.

IN BOOK 8
FOR INFO ONLY

U.S./VENEZUELA RECIPROCAL MILITARY HEALTH CARE AGREEMENT

CATEGORIES OF PERSONS COVERED/NOT COVERED
BY THE AGREEMENT

(As of February 24, 1994)

	<u>Military</u>	<u>Dependents</u>
	<u>Covered by the Agreement</u>	
<u>U.S. in Venezuela</u>		
Permanently assigned	62	85
Temporary duty	13	NA
	<hr/>	<hr/>
Subtotals	75	85
Total		160
 <u>Venezuela in U.S.</u>		
FMS participants	15	NA
Dependents of IMET/FMS participants	NA	88
Exchange program participants	13	35
Guest Instructors, School of the Americas	1	2
	<hr/>	<hr/>
Subtotals	29	125
Total		154

Not Covered by the Agreement

Venezuela in U.S.

Students in the International Military Education and Training (IMET) program	18	NA
Military Attaches and staff	35	105
Delegation to Inter-American Defense Board	5	15
Inter-American Defense Board	3	9
Inter-American Defense College	14	42
Organization of the United Nations	2	6
Aeronautical Commission, Wright Patterson AFB, Ohio	3	9
Subtotals	80	186
Total	.	266

SECTION V

DISPUTE RESOLUTION

1. Questions relating to the implementation or interpretation of the provisions of this Agreement shall be referred for mutual resolution to the Assistant Secretary of Defense for Health Affairs for the United States, and the Minister of Defense for Venezuela.

2. No disputes or disagreements over implementation or interpretation of this Agreement shall be referred to third parties or international tribunals for review or resolution.

SECTION VI

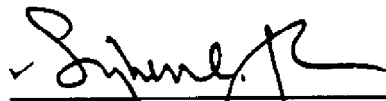
TERMS

1. This Agreement shall enter into force three months after the date of last signature and shall remain in effect for three years unless sooner terminated by either Party by giving at least ninety days written notice to the other Party.

2. This Agreement may be amended, by mutual agreement of the Parties, by an exchange of letters between the Assistant Secretary of Defense for Health Affairs for the United States, and the Minister of Defense for Venezuela.

For the Department of Defense
of the United States of America

For the Ministry of Defense
of the Republic of Venezuela



Assistant Secretary of
Defense for Health Affairs



Minister of Defense

Signed at Washington, DC

Signed at Caracas

June 22 , 1994

6 June , 1994